

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 92	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-99-R-0081		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 10 Jul 2000	6. REQUISITION/PURCHASE NO. 9961F121	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER CARDEROCK DIVISION CARDEROCK DIVISION 9500 MACARTHUR BOULEVARD WEST BETHESDA, MD 20817-5600			CODE N00167	8. ADDRESS OFFER TO (If other than Item 7) CODE See Item 7			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg 121, Room 200</u> until <u>14 00</u> local time <u>22 Aug 2000</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME KATHY BONTURI		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301) 227-1302		C. E-MAIL ADDRESS BonturiKC@nswccd.navy.mil	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot		

Estimated Cost + Fixed Fee

CPFF - Engineering Services and Seawater Test Site to Provide for Marine Corrosion and Other Environmental Testing of Naval Materials and Machinery and Piping Systems in accordance with the Section C - Statement of Work.

ESTIMATED COST

FIXED FEE

TOTAL ESTIMATED COST + FIXED FEE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

Data

- Data in accordance with the attached DD Form 1423s and included in the price of CLIN 0001

*NSP

*Not Separately Priced

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1.00	Lot		

Support Costs

COST - Support Costs at actual costs plus applicable indirect cost rates.

Support Costs consist of the following:

Travel (estimated at \$ 21,000.00)

Other (estimated at \$960,000.00)

Materials (estimated at \$576,000.00)

**NTE

\$1,557,000

** Not to Exceed

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It is anticipated that the contract to be awarded as a result of this solicitation will be five (5) year Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract. This contract does not include any options.

Minimum and Maximum Quantities

As referred to in paragraph (b) of clause no. 52.216-22 "Indefinite Quantity", the contract minimum quantity is \$10,000.00 and the maximum quantity is the Total Contract Amount including Support Costs. The maximum quantity is not to be exceeded without prior written approval from the Procuring Contracting Officer (PCO).

Offerors proposing to team with subcontractors to meet the stated personnel requirements must include those subcontractor costs under the appropriate direct labor category and identify the number of hours to be provided by the subcontractor as part of the response for CLIN 0001.

The Government will provide Government Furnished Equipment (GFE) and/or Government Furnished Material (GFM) as may be required for performance of the services under the contract to the maximum extent possible.

Clause no. 52.222-20 "Walsh-Healy Public Contracts Act" is applicable only to materials under CLIN 0003.

In accordance with FAR 22.605(a)(5) and contract clause no. 52.222-20 "Walsh-Healy Public Contracts Act", as regards supplies and material under CLIN 0003, the contractor shall:

- (1) ensure that any material/hardware items that cannot be obtained as GFE/GFM are obtained from manufacturers or regular dealers of these items in accordance with FAR 22.602;
- (2) obtain competition (items valued over \$2,500.00) whenever possible and shall report to the Contracting Officer the extent of competition sought, obtained, and efforts to ensure future competition for materials/hardware.

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SECTION C Descriptions and Specifications

MARINE CORROSION AND ENVIRONMENTAL TESTING OF NAVAL MATERIALS AND MACHINERY AND PIPING SYSTEMS

1.0 BACKGROUND INFORMATION

The Naval Surface Warfare Center, Carderock Division (NSWCCD) undertakes a wide range of research, development, test and evaluation (RDT&E) programs in the areas of marine corrosion and environmental degradation of materials used in Naval ship hull, propulsor, machinery and piping system applications. The materials of interest include both ferrous and non-ferrous metals and alloys, as well as metallic, ceramic and organic coating systems applied over metallic substrates and advanced composites. In addition, NSWCCD conducts programs to evaluate the effects of seawater and the environment on the operational capabilities of naval shipboard machinery and piping systems and components. Thus, there is a continuous need for a marine testing facility to conduct these RDT&E programs. This test facility must provide unpolluted seawater having chemical and physical properties similar to those expected in the open ocean where naval ships and their equipment typically operate. This facility must also have the flexibility to modify the test environment as necessary to simulate other required environmental conditions, such as varying the salinity, temperature, oxygen or sulfide content and providing chlorinated water for testing purposes. Furthermore, the site must have the necessary utilities, equipment and manpower for the set-up and operation of both short and long term corrosion and environmental test programs involving Naval materials and machinery components. This Statement of Work addresses the detailed requirements for such a facility and the nature of the work to be accomplished there.

2.0 STATEMENT OF WORK

2.1 Scope of Work

The contractor shall have and maintain the facilities capable of meeting the following requirements:

2.1.1 The contractor shall provide a seawater test site adjacent to a source of natural, fresh, unpolluted ocean water (seawater), and atmospheric corrosion test site (providing a seacoast air exposure) facilities. The contractor shall provide marine corrosion services, equipment, utilities, and personnel for conducting seawater corrosion, marine atmospheric corrosion, and other environmental testing of metals, composites, naval machinery and piping systems and components as detailed in the subsequent sections of this Statement of Work (SOW).

2.1.2 Contractor personnel shall provide engineering services to assist NSWCCD technical investigators in optimizing test design, planning, execution and data analysis.

2.1.3 The contractor shall be able to assist in the preparation of meetings and/or conferences where results of programs undertaken during the term of this contract can be presented to other government and/or private industry and academic personnel, as applicable.

2.2 Testing and Data Acquisition Requirements

2.2.1 At the test sites specified in Section 2.1.1, the contractor shall conduct all of the following types of Navy testing in order to generate required data:

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2.2.1.1 Seawater Tests

- (1) seawater immersion
- (2) seawater splash and spray
- (3) alternate immersion
- (4) erosion, jet impingement and cavitation
- (5) crevice corrosion
- (6) galvanic corrosion
- (7) electrochemical testing

Specific examples of seawater immersion, jet impingement and crevice corrosion test programs are presented in Attachment (A) to this SOW.

2.2.1.2 Marine Atmospheric Exposure Tests

- (1) general corrosion
- (2) localized corrosion, i.e., pitting, crevice, exfoliation
- (3) galvanic corrosion

A specific example of an atmospheric exposure test program is presented in Attachment (A) to this SOW.

2.2.1.3 Mechanically Stressed Corrosion Testing

- (1) corrosion fatigue
- (2) environmentally assisted (EAC) and sustained load cracking (SLC) and hydrogen embrittlement

Specific examples of corrosion fatigue and EAC/SLC test programs are presented in Attachment (A) to this SOW.

2.2.1.4 Naval Machinery and Piping System/Component Testing

Testing shall include, but not be limited to, such equipment as: seawater pumps, seawater heat exchangers, seawater fouling control systems and devices, desalination systems, and piping systems and components.

Specific examples of reverse osmosis desalination, seawater heat exchanger, chlorination/dechlorination and pump and piping test programs are presented in Attachment (A) to this SOW.

2.2.3 Set-up, Operation and Maintenance of Test Equipment

2.2.3.1 Equipment and Instrumentation Set-up

Set-up equipment and instrumentation necessary to implement a NSWCCD test program shall include, but not be limited to, the following:

- (1) construction of wood and metal test stands for equipment and instrumentation mounting;
- (2) assembly of necessary piping and fittings to and from centralized source of seawater and freshwater;
- (3) wiring of electrical connections to instruments, motors, etc.;
- (4) installation, calibration and checkout of standard instrumentation for seawater and marine environmental testing, as well as data acquisition equipment such as computers for monitoring and recording data;

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(5) preparation of test specimens or panels used in seawater corrosion, atmospheric exposures, electrochemical corrosion, and mechanical-corrosion testing.

2.2.3.2 Installation of Components/Parts

Provide and install necessary components/parts for test set-ups including, but not limited to, the following:

- (1) pumps, motors, controllers, flow and pressure monitoring devices together with spare parts for these items;
- (2) valves, fittings, piping, and other piping components as needed for test system assembly;
- (3) electrical conduit, transformers, power conditioning equipment, switch boxes, motor starters, heaters, relays and other electrical components as needed;
- (4) materials such as lumber, nails, screws, and similar items;

2.2.3.3 Operation of Tests and Maintenance of Test Equipment/Facilities

2.2.3.3.1 Operation of Tests

(1) Operate the test equipment, instrumentation, and data acquisition equipment during the course of corrosion and marine machinery testing in order to accumulate the necessary test data.

(2) Continuous watch standers or intermittent data takers shall be available, as required, during normal daytime operation for weekdays (Monday through Friday).

(3) Intermittent personnel monitoring shall be provided during night hours and weekends to record pertinent readings and assure correct test system functioning. On occasion, full-time watchstanders may be requested during evening hours and on weekends.

2.2.3.3.2 Routine and Emergency Maintenance of Test Equipment and Facilities

(1) **Routine** maintenance of equipment and facilities shall be performed by the contractor, including, but not limited to, the following: the changing of pump seals; clearance of blockages in seawater lines; changing and cleaning of filters; routine replacement of parts; oiling and greasing of machines; general care of equipment and facilities.

(2) For **Emergency** maintenance of the equipment, the contractor shall have the ability to: plan "quick response" procedures; and fabricate small special metal or plastic parts, as necessary, in order to effectuate a quick repair of equipment undergoing testing.

2.2.4 Data Acquisition, Recording and Reduction for Ongoing Testing

2.2.4.1 Data Acquisition

(1) Obtain the following types of data **daily** with regard to corrosion and marine machinery system testing: temperatures; amperages; voltages; pressures; liquid flow rate; specimen rotational speeds; pH; titrations for chlorine and chloride concentration; analysis for total dissolved solids; liquid electrical conductivity; dissolved oxygen measurement; and other measurements considered standard for marine corrosion and marine machinery components testing.

(2) On an intermittent basis, perform tests or measurements to verify physical or metallurgical changes undergone by components or corrosion specimens as a result of seawater corrosion or atmospheric exposure.

(3) Perform other types of chemical and biological analyses on a quick turnaround basis (one or two days).

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2.2.4.2 Data Recording and Reduction

(1) Data obtained from operating tests shall be recorded manually on log sheets and/or entered directly into a data acquisition system supplied with the machinery system or entered into an acquisition system owned by the contractor.

(2) Manually logged data shall be subsequently entered into a computer spreadsheet by the contractor for further reduction either by the contractor or by the Government.

2.3 NSWC Access to Test Site

2.3.1 Access to the test site shall be made available during normal weekday working hours, and, as necessary, on a 24-hour a day basis or during weekends, in order for Navy employees to inspect, operate (if necessary) and monitor test set-ups and ongoing testing. These visits will normally be prearranged for mutual convenience.

2.3.2 NSWCCD may, as the situation requires, have Navy employees work independently of contractor personnel at the contractor's site to install specific test apparatus and systems and to collect and analyze data.

(1) To the extent possible, details of such arrangements will be provided in the individual statements of work set forth in each delivery order.

(2) Under these conditions, the contractor may be requested to assist the government in order to ensure timely accomplishment of various phases of the individual tasks, ranging from test set-up and initiation to operation and monitoring and test termination and system disassembly.

2.4 Government Furnished Equipment (GFE) and Government Owned Property

Specified elsewhere herein.

2.5 Security Requirements

During the performance of this contract, the contractor may be required to have access to and may be required to receive, generate and store information classified to the level of **SECRET** as indicated on the DD Form 254 – Contract Security Classification Specification, Attachment (D). Therefore, all contractor facilities and personnel used in support of this contract shall have a security clearance at the **SECRET** level.

All deliverables associated with this Statement of Work are "Unclassified" unless otherwise specified on the individual delivery orders. Individual delivery orders shall specify the security requirement.

2.6 Technical and Financial Reporting

Technical and financial data as specified on the DD Form 1423 – Contract Data Requirements List, Attachment (E) and the DD Form 1664 – Data Item Description, Attachment (F), or as specified under individual delivery orders.

2.6.1 Technical Reports

(1) Hydrology parameters shall be measured and the results reported in writing on a monthly basis over the duration of the contract in accordance with A001 of the DD Form 1423. Required guidelines for conducting element/substance analyses for these hydrologies are presented in Attachment (A), with the exception of the procedure for the determination of SULFIDE content, which is given in Attachment (B).

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(2) Upon completion, or as otherwise required, for each separately delineated corrosion data compilation or system/component test analysis, the Contractor shall furnish reports in accordance with A002 of the DD Form 1423 detailing the work performed under a delivery order. Items to be contained in these reports include, but are not limited to: environmental test conditions; design and operation information for unique test systems; test data; specimen photographs; a list of completed test specimens; and, where required, metallographic and SEM evaluations.

2.6.2 Financial Reports

(1) The Contractor shall submit financial summaries in accordance with A003 of the DD Form 1423. The report will include a complete financial breakdown by individual task, to include: a breakdown of monthly expenditures over the duration of the task; task award amount; task funded amount to date; available funded balance; type of funding utilized (RDTE, OMN, etc.); task award date; and projected task completion date. Additionally, the report will include: the total contract award amount (ceiling); total dollar amount of tasks awarded to date; remaining ceiling dollar amount; total funding of tasks; total expenditures on all tasks; and the balance of funding currently available.

(2) Reports are to be provided both electronically and in hard copy to the contract COR.

2.7 Personnel

The contractor is required to provide personnel with education and experience levels in the following labor categories. Individuals approved as key personnel under this contract are identified in Section I, clause entitled Substitution or Addition of Key Personnel. During performance of the contract, the contractor is required to request in writing to the Contracting Officer, any substitutions or additions to key personnel in accordance with the above clause.

2.7.1 Key Personnel

(1) **Principal Investigator/Task Manager** (1) resume - Shall have a Bachelor of Science degree in technical field related to corrosion testing and five (5) years experience in the management of programs concerning testing areas addressed in Section C, OR have ten (10) years experience in the technical development and management of programs concerning testing areas addressed in Section C. Shall have experience in supervising all phases of the project tasks and have the ability to establish and meet project needs with regard to technical and non-technical manpower, facilities, and equipment. Shall have experience in the planning and supervision of the set up of the test equipment and related instrumentation in conducting of tests on a daily basis. Shall have experience in reviewing test data to ensure that the program is running satisfactorily

(2) **Associate Investigator** (1) resume - Shall have eight (8) years experience as a marine corrosion technologist, including four (4) years in responsible charge. Shall have seawater corrosion background and experience necessary for providing on-site guidance on issues regarding corrosion and materials failures during testing. Shall have experience in the set-up and conduct of separate corrosion or materials tests associated with a particular program. Shall have experience in the review and coordination of all corrosion testing conducted as part of an individual project.

2.7.2 Non-Key Personnel - No resumes required

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Engineering Technician (5) people - Shall have the ability to perform assignments that are not completely standardized or prescribed. Shall have the ability to select or adapt standard procedures or equipment, using fully applicable precedents. Shall have the ability to receive initial instructions, equipment requirements, and advice from supervisor or engineer as needed. Shall have the ability to perform recurring work independently; work is reviewed for technical adequacy or conformity with instructions. Shall have the ability to perform at this level one or a combination of such typical duties as:

Set up instrumentation and data acquisition equipment in accordance with Section C - Statement of Work, section 2.2.3.1.1, items (1) through (5). Conduct on-site water chemistry analyses and other laboratory chemical and metallurgical tests as necessary to complete a test program. Construct components, subunits, or simple models or adapts standard equipment. May troubleshoot and correct malfunctions. Follow specific layout and scientific diagrams to construct and package simple devices and subunits of equipment. Conduct various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement; select, set up, and operate standard test equipment and record test data. Extract and compile a variety of engineering data from field notes, manuals, lab reports, etc.; processes data, identifying errors or inconsistencies; select methods of data presentation. Assist in design modification by compiling data related to design, specifications, and materials which are pertinent to specific items of equipment or component parts. Develop information concerning previous operational failures and modifications. Use judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

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SECTION D Packaging and Marking

The items to be delivered under this contract shall be prepared, packaged, packed, marked, and delivered in accordance with the contractor's standard commercial practices.

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SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-5 Inspection Of Services Cost-Reimbursement
252.246-7000 Material Inspection And Receiving Report

APR 1984
DEC 1991

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SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

The ordering period under the resultant contract will be for five (5) years from the date of award. Specific delivery requirements will be indicated in individual delivery orders when then are issued.

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SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and (4) copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____*. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than (5) calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)

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- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report" is required only with the final invoice.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

* to be specified at time of contract award

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SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (JUN 1996) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.nslcptsmh.navy.mil/cparmenu.htm>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-

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day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 1999
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-26	Equal Opportunity	FEB 1999
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996

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52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Property Records	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.204-7005	Oral Attestation of Security Responsibilities	AUG 1999
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and	MAR 1998

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	Components)	
252.225-7010	Duty-Free Entry--Additional Provisions	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	MAY 1999
252.225-7026	Reporting Of Contract Performance Outside The United States	MAR 1998
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.246-7001	Warranty Of Data	DEC 1991
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.248-7000	Preparation Of Value Engineering Change Proposal	MAY 1994

CLAUSES INCORPORATED BY FULL TEXT

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract shall be specified at time of contract award.

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on

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the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (MAY 1998) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the Contracting Officer/Ordering Officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the Contracting Officer/Ordering Officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the Contracting Officer/Ordering Officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the Contracting Officer/Ordering Officer and the contractor, and the Contracting Officer/Ordering Officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

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(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order and processed in accordance with the clause entitled "Issuance of Orders Based Solely on Government Estimate" which appears elsewhere in this Section I.

LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to *[to be specified under individual delivery orders]* inclusive of fee. It is estimated that these funds will cover the cost of performance through *[to be specified under individual delivery orders]*. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of *[to be specified under individual delivery orders]* shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request

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for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Naval Surface Warfare Center, Carderock Division
Code 3321: Catherine L. Rowe (301)227-1100
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700
E-mail: rowecl@nswccd.navy.mil

GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

<u>DESCRIPTION OF EQUIPMENT</u>	<u>QUANTITY</u>	<u>REMARKS</u>
NSN 7540-01-152-8057	50336-101	OPTIONAL FORM 336A (4-86) Sponsored by GSA FAR (48 CFR) 53.110

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Titanium pump and driver motor	1	Manufactured by Lawrence
Balance	1	
Seawater troughs	5	
Polyethylene tanks	18	60" x 24" x 36"
Magnetic drive pump	1	
Rotators	6	
Lock-in amplifier	1	
Digital watt meter	1	
Chlorpac generator/power supply	1	
Stress rings	8	
10-channel potentiostats	2	
Proof rings (7500 lbs)	10	
Pressure gauge (0-100 psi)	1	
Pressure gauge (0-1000 psi)	1	
Centrifugal pump	1	
Polyethylene tank w/cover	2	18" x 12" x 12"
Ultrasonic cleaner	1	
Polyethylene tanks	13	48" x 24" x 24"
Surtronic 10 surface roughness gauge	1	
Manually operated test pump (0-1000 psi)	1	
Surface profile gauge	1	
Pressure gauge (100 psi)	4	
Rotameter (#FL75L)	3	
Rotating cantilever machine	1	6-spindle McAdam
Cantilever beam test rack	1	20-position rack
Cantilever beam test rack	3	10-position rack
Other	to be specified in each individual delivery order at the time of issuance	

(b) The property will be delivered at Government's expense at or near [**].

**** The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact received, as well as the name of the railroad(s).**

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

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YEAR 2000 WARRANTY--INFORMATION TECHNOLOGY (SEP 1998)

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

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(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract through 5 years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,500,000.00;

(2) Any order for a combination of items in excess of \$3,000,000.00; or

(3) A series of orders from the same ordering office within five (5) working days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the end of the ordering period.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero dollars or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY; IT IS NOT A WAGE DETERMINATION

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
29083 Engineering Technician III	\$13.13

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

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(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

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(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

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(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

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(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

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(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(6) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

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(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other

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Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "**Acquisition** savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

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"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

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(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the

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Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

Contractor's Share of Net Acquisition Savings
[Figures in Percent]

Sharing arrangement					
Contract type	Incentive (voluntary)		Program requirement (mandatory)		
	Con-current and		Con-current and		
	Instant contract rate	future contract rate	Instant contract rate	future contract rate	
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts).....		\1\ 50	\1\ 50	25	25
Incentive (fixed-price or cost) (other than award fee).....		(\2\)	\1\ 50	(\2\)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive contracts).....		\3\ 25	\3\ 25	15	15

\1\ The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

\2\ Same sharing arrangement as the contract's profit or fee adjustment formula.

\3\ The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and

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the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

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(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

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"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses: <http://www.arnet.gov/far>

DFAR clauses: <http://www.dtic.mil/contracts/>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFAR (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry.

ALL

(End of Clause)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)

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(a) Definitions. As used in this clause:

(1) Computer data base means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) Computer program means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) Detailed manufacturing or process data means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) Developed means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

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(10) Form, fit, and function data means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) Limited rights means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) Unlimited rights means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

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(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

- (i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
- (ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
- (iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
- (iv) Form, fit, and function data;
- (v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
- (vi) Corrections or changes to technical data furnished to the Contractor by the Government;
- (vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
- (ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with-
- (A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
- (B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

- (i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--
 - (A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or
 - (B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

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(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless-

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the

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Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

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Technical data to be Furnished With Restrictions \1/ (LIST)	Basis for Assertion \2/ (LIST)	Asserted Rights Category \3/ (LIST)	Name of Person Asserting Restrictions \4/ (LIST)
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\1/ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such items, component, or process.

\2/ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3/ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4/ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other

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appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

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(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

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(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers. (5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

(End of clause)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. (JUN 1995)

(a) Definitions. As used in this clause:

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes

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which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) Developed means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

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(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(11) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) Minor modification means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(13) Noncommercial computer software means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(14) Restricted rights apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(14) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14) (ii), (v) and (vi) of this clause;

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(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) Unlimited rights means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor

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by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights. (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights. (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this

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clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights. (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

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(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
_____	_____	_____	_____

* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

** Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's rights should be restricted.

*** Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

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(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No.

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Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. (Insert contract number), License No. (Insert license identifier) Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning

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inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers. (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in

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computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.243-7000 ENGINEERING CHANGE PROPOSALS (SEP 1999)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the instructions of MIL-STD-973, in effect on the date of contract award.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not to exceed" price* or a "not less than" price* and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts**.

When the price* of the engineering change is \$500,000 or more, the Contractor shall submit--

- (1) A completed SF 1411, Contract Pricing Proposal Cover Sheet (Cost or Pricing Data Required); and
 - (2) At the time of agreement on price*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.
- (c) When the price* of the engineering change is \$500,000 or more, the Contractor shall submit—
- (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation and
 - (2) At the time of agreement on price*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

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SECTION J List of Documents, Exhibits and Other Attachments

Attachment (A) Analytical Procedures for Seawater Hydrology

Attachment (B) Determination of Sulfide in Seawater

Attachment (C) Specific Test Type Examples

Attachment (D) DD Form 254 – Contract Security Classification Specification

Attachment (E) DD Form 1423 - Contract Data Requirements List (CDRLs)

Attachment (F) DD Form 1664 – Data Item Descriptions

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

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___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

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(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street Name and address of owner and
address, city, state, county, zip operator of the plant or facility
 if other than offeror or respondent

_____.
_____.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) ALTERNATE I (OCT 1998) & ALTERNATE II (NOV 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8711.

(2) The small business size standard is \$13,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) ([Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ____ is, ____ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ____ is, ____ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.([The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)
The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.225-7003 INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish—

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry;
or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes () No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes () No ()

(2) Has the duty on such foreign supplies been paid?

Yes () No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____

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(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.227-7028	Technical data or computer software previously delivered to the government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

(a) The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

PROPOSAL PREPARATION REQUIREMENTS

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

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<u>Documents</u>	<u>Original</u>	<u>Copies</u>
1. Solicitation, Offer and Award Document (SF-33)	1	2
2. Technical Proposal	1	4
3. Cost Proposal	1	4*

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

*In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high-density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offerors responsibility to provide hard copies of the cost proposal.

1. SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

MANDATORY REQUIREMENTS:

- Seawater Test Site Facility - An offeror must have a seawater test site facility located within 500 feet of a natural, fresh, unpolluted ocean/seawater source. Accordingly, this element shall be addressed in the technical proposal.
- Test Site Location(s) - It is essential that a high level of communication and liaison be maintained between the NSWCCD delivery order customers and the contractor to ensure a smooth exchange of information. Therefore, the contractor is required to have a co-located seawater and atmospheric test site facility (located on the East Coast) or an atmospheric test site facility within a 90 minute drive (or approximately 75 miles or less) of the seawater test site facility.

Failure to meet these mandatory requirements, will render your proposal unresponsive, and you will be eliminated from competition.

OTHER REQUIREMENTS:

- Seawater Site Test Facility - The offeror shall have an EPA Discharge Permit for discharge of chlorinated and dechlorinated seawater, as well as for discharge of seawater at elevated (10°F above ambient) temperature. Provide

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documentation to verify this permit has been obtained for the seawater site test facility. Accordingly, the existence of an EPA Discharge Permit, or plans for obtaining same, shall be addressed in the technical proposal. The successful contractor not possessing the required permit within 60 days after date of contract award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

- Test Site Location(s) - During performance of delivery orders, the contractor may have access to information classified to the level of SECRET, as indicated on the attached DD Form 254, Contract Security Classification Specification. Therefore, offerors must have a facility clearance at the SECRET level and the facilities and all personnel proposed to work on the contract must be cleared at that level. Accordingly, the existence of a Secret security clearance, or plans for obtaining same, for both the offeror's facility and proposed personnel shall be addressed in the technical proposal. The successful contractor not possessing the required clearances within 60 days after date of contract award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

2. TECHNICAL PROPOSAL

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated.

The technical proposal shall be page numbered, contain a table of contents, be organized as follows, and shall address in detail the following information:

- Technical Requirements
- Past Performance
- Personnel

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(a) TECHNICAL REQUIREMENTS *(Maximum length: 35 pp.)*

The technical proposal (NO PRICING INFORMATION) shall contain information sufficient to thoroughly evaluate the technical capabilities of the offeror, and to determine if the offeror has the technical expertise to fulfill the Government's needs in providing the requirements specified in Section C – Statement of Work.

The technical proposal shall present detailed information in the following order. If any of the requirements specified below is not met, a narrative shall be provided as to how the offeror shall meet or comply with the stated requirement.

- (1) Seawater Test Site
- (2) General Requirements
- (3) Atmospheric Test Site

(1) Seawater Test Site

a. **Test Site** – The offeror shall provide a detailed description of the requirements indicated below. Indicate whether site is owned and occupied by the proposed primary contractor or is owned by a proposed subcontractor. If the requirements are not met, a narrative shall be provided as to how the offeror shall meet or comply with the stated requirements. The offeror shall provide his detailed description of the following requirements:

1. A sheltered test bay area shall be at least 4000 sq. ft.
2. A sheltered high test bay shall be at least 1900 sq. ft. with approximately 10 x 12 ft door opening for access.
3. A laboratory area shall be at least 600 sq. ft. for specimen preparation, photography, electro-chemistry, chemistry, metallography, and other needs as identified herein.
4. A test wharf area shall be at least 2200 sq. ft. for full immersion and tidal zone natural seawater exposures.
5. A natural seawater floating dock shall be at least 600 sq. ft.
6. A natural flowing seawater trough shall be at least 100 sq. ft.
7. A conference room shall be at least 1300 sq. ft. with audiovisual equipment (overhead & slide projector).
8. A warehouse area shall be at least 900 sq. ft. for holding items prior to and after testing.

b. Environmental

1. The offeror shall provide representative seawater hydrology result reports covering the last three (3) calendar years, including a CURRENT hydrology analysis. The seawater shall meet limits outlined below, for all factors, over 95% of the year, i.e., 347 out of 365 days. The offeror shall note any deviations in seawater hydrology resulting from exceptional conditions, i.e., post-storm/hurricane effects. If the requirements are not met, a narrative shall be provided as to how the offeror shall meet or comply with the stated requirements. The offeror shall provide his detailed description of the following requirements:

The offeror shall complete determination of individual factors or individual parameters in the seawater hydrology using experimental methods outlined in Attachment A, with the exception of SULFIDE content determination, which shall be made using procedures presented in Attachment B.

Hydrology factors

*salinity-----28 min-38 max parts per thousand

*temperature---1° min- 30° max Celsius

*oxygen-----75% saturated minimum

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- over the temperature range listed)
- *pH-----7.8 min-8.2 max
- *copper-----less than 0.01 mg/liter
- *ammonia -----less than 0.1 mg/liter
- *iron, soluble-less than 0.01 mg/liter
- *iron, partic.-less than 0.25 mg/liter
- *sulfide-----less than 5 parts per billion

2. The offeror shall describe the capability to provide other environments (other than fresh, open ocean conditions), such as municipal water, brackish water, chlorinated water and custom environments, i.e., heated, chilled and deaerated water, as needed.

c. **Utilities** - The offeror shall provide a detailed description of the requirements indicated below. If the requirements are not met, a narrative shall be provided as to how the offeror shall meet or comply with the stated requirements. The offeror shall provide his detailed description of the following requirements:

1. The pumping capacity for natural seawater shall be at 100 psi: 2500 gallon/min.
2. The pumping capacity for filtered natural seawater shall be at 25 psi: 50 gal/min.
3. The pumping capacity of fresh water shall be at 20 gal/min.
4. The capability to provide electrical power at (440 V, 3 phase) 750 amps.
5. The capability to provide electrical power at (110 V, 1 phase) 500 amps.
6. The capability to provide electrical power at (220 V, 3 phase) 250 amps.
7. The capability to provide a continuous power source consisting of a back-up, fuel driven power source with a minimum capacity to provide 100 kW of 440V-3 phase electricity.
8. A seawater delivery system that would not be adversely affected by heavy metal-ions and corrosion products.
9. A seawater feed system shall include the facilities and equipment to permit heating or cooling of 25 gal/min of seawater to temperatures between 35 and 85°F, filtering up to 50 gal/min of seawater through a multimedia filter system, and dechlorinating up to 30 gal/min of seawater containing 1 ppm chlorine residual.

d. **Instrumentation** - The offeror shall provide a detailed description of his approach and understanding of the testing outlined in Section C - Statement of Work, sections 2.2.1.1 - Seawater Tests; 2.2.1.3 - Mechanically Stressed Corrosion Testing; and 2.2.1.4 - Naval Machinery and Piping/Component Testing at the Seawater Test Site. As appropriate for each of these tests from the statement of work, the offeror shall provide the following:

1. The capability to provide computers suitable for running standard office productivity software packages (Microsoft Office 97) using Windows 95 or newer operating system.
2. The capability to provide chemical analysis equipment to perform water chemistry analyses as may be required for the types of tests described herein.
3. The capability to provide data acquisition equipment to automatically record voltages and currents from instruments installed on test equipment.
4. The capability to provide electrochemical equipment equivalent to two scanning laboratory potentiostats plus ancillary equipment such as high impedance electrometer, wire connectors, etc.
5. The capability to provide floor and/or overhead cranes for moving 1000 lb equipment within sheltered test spaces and setting it in place for testing.
6. The capability to move heavier equipment (up to 10,000 lbs) in place for subsequent testing within 24 hrs of notice.

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7. The capability to provide test equipment to perform the corrosion tests described in this statement of work.

(2) General Requirements - The offeror shall provide a detailed description of the requirements indicated below. If the requirements are not met, a narrative shall be provided as to how the offeror shall meet or comply with the stated requirements. The offeror shall provide his detailed description of the following requirements:

- a. **Testing and Data Procedures** - The offeror shall provide a detailed description of his test operation procedures for test types outlined in Section C - Statement of Work, sections 2.2.1.1 through 2.2.1.4. If the offeror does not have standard test operation procedures, a plan shall be provided as to how the offeror shall meet or comply with this requirement.
- b. **Test Equipment and Instrumentation Set-Up** - The offeror shall provide a detailed description of his ability to rapidly obtain the components and parts listed in Section C - Statement of Work, section 2.2.3.2.1. items (1) through (4).
- c. **Routine and Emergency Maintenance** - The offeror shall provide a detailed plan for performing and documenting routine, emergency and other required maintenance on test equipment, systems, instruments and facilities. The items outlined in Section C - Statement of Work, sections 2.2.3.3.2.1 - Routine Maintenance, and 2.2.3.3.2.2 - Emergency Maintenance shall be addressed in this plan.
- d. **Data Acquisition, Recording, and Reduction Analysis** - The offeror shall provide a detailed plan for data acquisition, recording and reduction/analysis, as appropriate, for testing outlined in Section C - Statement of Work. The items identified in sections 2.2.4.1 and 2.2.4.2.
- e. **Environmental** - The offeror shall provide a minimum of four (4) rainfall pH analysis reports taken over the last two (2) years. Rainfall at the site should have a pH between 5.0 and 7.0 (**over 95% of the time**).
- f. **Government Access** - The offeror shall provide his established procedures for access to the test site by Government personnel in accordance with Section C - Statement of Work, Item 2.3 Naval Surface Warfare Center Access to Test Site. If the offeror does not have established procedures, a plan shall be provided as to how the offeror shall meet or comply with this requirement.

(3) Atmospheric Test Site - The offeror shall provide a detailed description of the requirements indicated below. If the requirements are not met, a narrative shall be provided as to how the offeror shall meet or comply with the stated requirements. The offeror shall provide his detailed description of the following requirements:

- a. The test site shall have an unobstructed view to the ocean.
- b. The test site shall be open to the prevailing wind blowing from the ocean.
- c. The exposure racks shall be located within 50 to 275 meters of the mean high tide line of a gently sloping, natural shoreline.
- d. The angle of specimen exposure shall meet guidelines as specified in ASTM Standard G50-76 (Standard Practice for Conducting Atmospheric Corrosion Tests on Metals)
- e. The orientation of specimen exposure shall be eastward.
- f. The test panel mounting area shall be at least 1000 sq. ft.

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(b) PAST PERFORMANCE (Maximum length: 20 pp.)

The offeror shall demonstrate past performance and corporate experience as it relates to the Scope of Work tasking areas provided in the Statement of Work. The government will use this information to evaluate both past performance and corporate experience in fulfilling contracts.

The Navy intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider. Such information may be in the nature of additional information to that which the Navy has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Navy's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Navy reserves the right to verify statements and representations made in an offeror's proposal.

To assist the Navy in performing the past performance evaluation defined above, offerors should list all relevant work performed for the Government that equals or exceeds \$1,000,000 (for service and information technology contracts), \$5,000,000 (for operation support). The offeror shall provide a synopsis of previous contracts which involved similar or related work performed (or currently performing) in the last three (3) years in the area of marine corrosion and environmental degradation of materials used in ship hull, propulsor, machinery and piping systems applications. The offeror may identify Federal, State and Local government and private contracts that are similar to the statement of work for ongoing contracts or contracts completed in the past three years. Offerors that represent newly formed entities, without prior contract experience, should list previous contract and subcontract experience, as required above, for all key personnel identified in the proposal.

For each contract, the contractor shall provide a narrative discussion of the work performed and a list that provides the following information:

1. Contract Number
2. Customer/Agency
3. Contracting Officer and Technical Point of Contact (names and phone numbers)
4. Contract Type
5. Award Price
6. Total Man-Hours of Effort
7. Period of Performance
8. Contract Deliverables
9. Contract Summary - The contract summary shall provide a descriptive overview of the contract, not exceeding one page in length, including a discussion of actual performance under each contract listed, problems encountered and how they were resolved, timeliness of deliverables required, how costs were controlled, business relationships, management of key personnel, and any other areas deemed necessary to provide insight into actual performance issues. Offerors shall also discuss their past performance in complying with 52.219-8, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns."

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c. **PERSONNEL** (Maximum length: 20 pp - not including resumes. Individual resumes shall not exceed 4 pp. in length)

The offeror shall identify proposed individual(s) for each labor position and indicate the tasks for which the person is proposed. Resumes shall be submitted for all key personnel (as identified in the Statement of Work) to be assigned to the proposed contract. Resumes shall include the relevant qualifications, background and experience for all such key personnel in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. The work history of each key person should contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract.

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their availability (to work on this requirement) and their tenure.

A summary table, in matrix format, shall also be provided to indicate personnel qualifications and experience.

NOTE: If subcontractors are to be used, resumes of the key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel.

The categories and qualifications listed below are the desired manpower requirements to perform the work that must be accomplished under this contract. In cases where the offeror's job categories/titles do not conform to the categories/titles in the RFP, the offeror must provide a cross-reference for its categories/titles to the categories/titles specified in the RFP.

In the event that an individual proposed for performance under the contract is not currently employed by the offeror, the offeror shall include the individual's resume, a letter of intent signed by that individual which states the intent to accept employment with the offeror within 30 days if the contract is awarded to the offeror and the agreed to hourly rate of pay.

If individuals proposed under the following labor categories become unavailable prior to contract award, the offeror shall notify the Government immediately and furnish new resumes of replacement personnel for reevaluation of the proposal, as appropriate.

(1) **Key Personnel**

a. **Principal Investigator/Task Manager** (2) resumes - Shall have a Bachelor of Science degree in technical field related to corrosion testing and five (5) years experience in the management of programs concerning testing areas addressed in Section C, OR have ten (10) years experience in the technical development and management of programs concerning testing areas addressed in Section C. Shall have experience in supervising all phases of the project tasks and have the ability to establish and meet project needs with regard to technical and non-technical manpower, facilities, and equipment. Shall have experience in the planning and supervision of the set up of the test equipment and related instrumentation in conducting of tests on a daily basis. Shall have experience in reviewing test data to ensure that the program is running satisfactorily

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b. **Associate Investigator** (1) resume - Shall have eight (8) years experience as a marine corrosion technologist, including four (4) years in responsible charge. Shall have seawater corrosion background and experience necessary for providing on-site guidance on issues regarding corrosion and materials failures during testing. Shall have experience in the set-up and conduct of separate corrosion or materials tests associated with a particular program. Shall have experience in the review and coordination of all corrosion testing conducted as part of an individual project.

(2) **Non-Key Personnel** - The education and experience indicated for the following “non-key” personnel are required for contract performance, but offerors are not required to submit resumes for these categories. However, offerors are required to include a statement in their proposal as to whether they do have such personnel available for work under the resultant contract who meet the stated qualifications. In addition to the key personnel provisions, the contract awarded as a result of this solicitation will specify the required qualifications for non-key personnel assigned to work under this contract.

Engineering Technician (5) people - Shall have the ability to perform assignments that are not completely standardized or prescribed. Shall have the ability to select or adapt standard procedures or equipment, using fully applicable precedents. Shall have the ability to receive initial instructions, equipment requirements, and advice from supervisor or engineer as needed. Shall have the ability to perform recurring work independently; work is reviewed for technical adequacy or conformity with instructions. Shall have the ability to perform at this level one or a combination of such typical duties as:

Set up instrumentation and data acquisition equipment in accordance with Section C - Statement of Work, section 2.2.3.1.1, items (1) through (5). Conduct on-site water chemistry analyses and other laboratory chemical and metallurgical tests as necessary to complete a test program. Construct components, subunits, or simple models or adapts standard equipment. May troubleshoot and correct malfunctions. Follow specific layout and scientific diagrams to construct and package simple devices and subunits of equipment. Conduct various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement; select, set up, and operate standard test equipment and record test data. Extract and compile a variety of engineering data from field notes, manuals, lab reports, etc.; processes data, identifying errors or inconsistencies; select methods of data presentation. Assist in design modification by compiling data related to design, specifications, and materials which are pertinent to specific items of equipment or component parts. Develop information concerning previous operational failures and modifications. Use judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

3. COST PROPOSAL

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) Direct Labor:

(1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Sections C, paragraph 2.7. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

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(2) If an Offeror's proposed labor category differs in name from those listed in Section C, paragraph 2.7, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.

(3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

(5) The Offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

(b) Subcontracting Costs: The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

(c) Consultants: If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

(d) Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

(e) Facilities Capital Cost of Money: If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

(f) Fee: Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

(g) Support Costs: The total not-to-exceed amount specified for CLIN 0003 under Section B – Supplies or Services. These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, It should be noted that all support costs are non-fee bearing costs.

The Government is contemplating issuance of an Indefinite Delivery, Indefinite Quantity, Cost Plus Fixed Fee (completion) type contract which allows the issuance of Delivery Orders on a completion basis in lieu of level of effort or term. Completion type Delivery Orders require the contractor to complete and deliver a specified end product (such as hardware or a comprehensive final report) as a condition of payment of the entire fixed fee and within the originally estimated cost, if possible.

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The Government may increase the estimated cost and direct the contractor to incur costs above the original estimated cost estimate without an increase in fee. However, during the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to this solicitation, offerors shall use the following labor categories and hours for each year of the five year period of performance:

(Note: The categories and hours listed below will not be included as part of the contract award document; however, the names and labor categories of Key Personnel proposed and accepted will be a part of the award as specified in Section I – Agency Specific Provision entitled, “Substitution of Key Personnel (JUN 1996) (NSWCCD)).

LABOR CATEGORIES

Hours per Year

Key

Principal Investigator/Task Manager 3,074

Associate Investigator 1,817

Non-Key

Engineering Technician 9,187

52.211-2 AVAILABILITY OF SPECIFICATIONS AND STANDARDS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN DOD 5010.12-L (DEVIATION MAY 1990)

Requests for copies of specifications or data item descriptions cited in this solicitation may be submitted by Telephone Order Entry System (TOES), mail, TELEX, or Western Union. All requests should include customer number, or contractor and Government Entity (CAGE) Code; complete mailing address, including any “mark for” information required; specification or data item description number, date, and applicable amendment(s); solicitation or contract number; and quantity (up to 10). When requesting a data item description, the request should also cite the applicable data item number set forth in the solicitation. Copies of the DODISS and the Acquisition Management Systems and Data Requirements Control List, DoD 5010.12-L, may also be ordered from the supply point listed herein. For first orders from contractors that do not have a CAGE Code, a customer number will be assigned for future orders. Processing time for documents is usually 3 to 5 days.

(1) The TOES number is (215) 697-1198. To use TOES, you must first obtain a customer number. If you have already used the Print on Demand Systems (PODS), a customer number was assigned and was shown on the shipping invoice or the status letter. For urgent requests, customer numbers may be obtained from the Special Assistance Desk (215) 697-2667. When placing an order utilizing TOES, you must use a touch tone telephone. Since the telephone does not have the letters “Q” or “Z”, TOES allows you to replace the letter “Q” with the number “7” and the letter “Z” with the number “9.”

Mail requests to:

Standardization Document Order Desk
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

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(3) TELEX Number is 834295.

(4) Western Union Number is 710-670-1685.

(5) For inquiries the number is (215) 697-2667. Customer service telephones are available to assist with special inquiries about the services available or status on orders previously placed. Orders will not be accepted on these lines.

(b) Additional information is available in the Naval Publications and Forms center brochure entitled "A Guide for Private Industry." To obtain copies of the guide, call (215) 697-2179 or write to the Standardization Document Order Desk at the above address, and specify "Guide #89" in your request.

(c) Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information as specified in Section L, Proposal Preparation Requirements.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/ Indefinite Quantity, Cost Plus Fixed Fee (completion) type contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Naval Surface Warfare Center, Carderock Division
Contracting Officer: Code 3321
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR clauses: <http://www.arnet.gov/far>

DFAR clauses: <http://www.dtic.mil/contracts/>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DFAR (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

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(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

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(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

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SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) ALTERNATE I (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The evaluation approach used for this procurement will be on a "best value" basis.

1. SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)

2. TECHNICAL PROPOSAL

The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

Evaluation Factors. The evaluation factors and significant subfactors are listed below in both descending order and degree of relative importance.

Factor a is significantly more important than factors b and c. Factor b is substantially more important than factor c.

- (a) Technical Requirements
- (b) Past Performance
- (c) Personnel

(a) **TECHNICAL REQUIREMENTS** – This factor shall be determined based on the sum of the subfactors which are listed below in descending order and degree of relative importance. Subfactor 1 is significantly more important than subfactors 2 and 3. Subfactor 2 is substantially more important than subfactor 3. Technical acceptability shall be based upon the offeror's response to the following:

- (1) Seawater Test Site
- (2) General Requirements
- (3) Atmospheric Test Site

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(1) **Seawater Test Site** – This subfactor shall be determined based on the sum of the subfactors which are listed below. Within this subfactor, item a is slightly more important than item b. Items a and b are significantly more important than items c and d, which are of equal importance.

a. **Test Site** – The Test Site shall be evaluated based upon the offeror's response to the following requirements:

1. A sheltered test bay area at least 4000 sq. ft.
2. A sheltered high test bay at least 1900 sq. ft. with approximately 10 x 12 ft door opening for access.
3. A laboratory area at least 600 sq. ft. for specimen preparation, photography, electro-chemistry, chemistry, metallography, and other needs as identified herein.
4. A test wharf area at least 2200 sq. ft. for full immersion and tidal zone natural seawater exposures.
5. A natural seawater floating dock at least 600 sq. ft.
6. A natural flowing seawater trough at least 100 sq. ft.
7. A conference room at least 1300 sq. ft. with audiovisual equipment (overhead & slide projector).
8. A warehouse area at least 900 sq. ft. for holding items prior to and after testing.

b. **Environmental** – The test site seawater shall be evaluated based upon the offeror's response to the following requirements.

1. Representative seawater hydrology result reports covering the last three (3) calendar years have been provided, including a CURRENT hydrology analysis, and substantiate that the seawater meets the limits outlined below, for all factors, over 95% of the year, i.e., 347 out of 365 days. Any deviations in seawater hydrology resulting from exceptional conditions, i.e., post-storm/hurricane effects have been noted.

Determination of individual factors or individual parameters in the seawater hydrology have been completed using experimental methods outlined in Attachment A, with the exception of SULFIDE content determination, which has been made using procedures presented in Attachment B.

Hydrology factors

- *salinity-----28 min-38 max parts per thousand
- *temperature---1° min- 30° max Celsius
- *oxygen-----75% saturated minimum
over the temperature range listed)
- *pH-----7.8 min-8.2 max
- *copper-----less than 0.01 mg/liter
- *ammonia -----less than 0.1 mg/liter
- *iron, soluble-less than 0.01 mg/liter
- *iron, partic.-less than 0.25 mg/liter
- *sulfide-----less than 5 parts per billion

2. A detailed description has been provided of the offeror's capability to provide other environments (other than fresh, open ocean conditions) such as municipal water, brackish water, chlorinated water and custom environments, i.e., heated, chilled and deaerated water.

c. **Utilities** - A detailed description has been provided which substantiates the following requirements.

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1. The pumping capacity for natural seawater at 100 psi: 2500 gallon/min.
2. The pumping capacity for filtered natural seawater at 25 psi: 50 gal/min.
3. The pumping capacity of fresh water at 20 gal/min.
4. The capability to provide electrical power at (440 V, 3 phase) 750 amps.
5. The capability to provide electrical power at (110 V, 1 phase) 500 amps.
6. The capability to provide electrical power at (220 V, 3 phase) 250 amps.
7. The capability to provide a continuous power source consisting of a back-up, fuel driven power source with a minimum capacity to provide 100 kW of 440V-3 phase electricity.
8. A seawater delivery system that will not be adversely affected by heavy metal-ions and corrosion products.
9. A seawater feed system including the facilities and equipment to permit heating or cooling of 25 gal/min of seawater to temperatures between 35 and 85°F, filtering up to 50 gal/min of seawater through a multimedia filter system, and dechlorinating up to 30 gal/min of seawater containing 1 ppm chlorine residual.

d. **Instrumentation** – A detailed description has been provided which substantiates the following requirements for each of the tests outlined in the Statement of Work, sections 2.2.1.1 - Seawater Tests; 2.2.1.3 - Mechanically Stressed Corrosion Testing; and 2.2.1.4 - Naval Machinery and Piping/Component Testing.

1. The capability to provide computers suitable for running standard office productivity software packages (Microsoft Office 97) using Windows 95 or newer operating system.
2. The capability to provide chemical analysis equipment to perform water chemistry analyses as may be required for the types of tests described herein.
3. The capability to provide data acquisition equipment to automatically record voltages and currents from instruments installed on test equipment.
4. The capability to provide electrochemical equipment equivalent to two scanning laboratory potentiostats plus ancillary equipment such as high impedance electrometer, wire connectors, etc.
5. The capability to provide floor and/or overhead cranes for moving 1000 lb equipment within sheltered test spaces and setting it in place for testing.
6. The capability to move heavier equipment (up to 10,000 lbs) in place for subsequent testing within 24 hrs of notice.
7. The capability to provide test equipment to perform the corrosion tests described in this statement of work.

(2) **General Requirements** - Detailed descriptions have been provided which substantiate the following requirements. Items a through d are of equal importance and slightly more important than items e and f. Item e is slightly more important than item f. All items specified under subfactors a through d are of equal importance.

- a. **Testing and Data Procedures** - A detailed description of the offeror's test operation procedures has been provided for each of the specified tests types outlined in the Statement of Work, sections 2.2.1.1 through 2.2.1.4.
- b. **Test Equipment and Instrumentation Set-Up** - A detailed description has been provided regarding the offeror's ability to rapidly obtain the components and parts listed in the Statement of Work, section 2.2.3.2.1. items (1) through (4).
- c. **Routine and Emergency Maintenance** - A detailed plan has been provided which substantiates the following requirements for performing and documenting required maintenance on test equipment, systems, instruments and facilities. The items outlined in Section C - Statement of Work, sections 2.2.3.3.2.1 - Routine Maintenance, and 2.2.3.3.2.2 - Emergency Maintenance have been adequately addressed in this plan.

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- d. **Data Acquisition, Recording, and Reduction Analysis** – A detailed plan for data acquisition, recording and reduction/analysis has been provided, as appropriate, for testing outlined in the Statement of Work, sections 2.2.4.1 and 2.2.4.2.
- e. **Environmental** - A minimum of four (4) rainfall pH analysis reports taken over the last two (2) years has been provided which substantiates that rainfall at the site has a pH between 5.0 and 7.0 (over 95% of the time).
- f. **Government Access** – Procedures for access to the test site by Government personnel has been provided in accordance with the Statement of Work, section 2.3.
- (3) **Atmospheric Test Site** - A detailed description has been provided which substantiates the following requirements. Items a through f are of equal importance.

- a. The test site has an unobstructed view to the ocean.
- b. The test site is open to the prevailing wind blowing from the ocean
- c. The exposure racks are located within 50 to 275 meters of the mean high tide line of a gently sloping, natural shoreline.
- d. The angle of specimen exposure meets guidelines as specified in ASTM Standard G50-76 (Standard Practice for Conducting Atmospheric Corrosion Tests on Metals)
- e. The orientation of specimen exposure is eastward.
- f. The test panel mounting area is at least 1000 sq. ft.

(b) **PAST PERFORMANCE** - The offeror's past performance shall be reviewed for acceptability based upon its demonstration of similar projects in the areas of marine corrosion and environmental degradation of materials used in ship hull, propulsor, machinery and piping system applications under contracts completed within the last three (3) years.

(c) **PERSONNEL** - The offeror's personnel shall be reviewed for acceptability based upon the education and experience levels indicated on the resumes in accordance with Section L – Proposal Preparation Requirements, and whether a statement was included regarding availability of non-key personnel. Substantiation shall be based upon the following elements. Item 1 is significantly more important than item 2.

(1) **Key Personnel** – The Principal Investigator/Task Manager is slightly more important than the Associate Investigator.

a. **Principal Investigator/Task Manager** (2) resumes - A Bachelor of Science degree in technical field related to corrosion testing and five (5) years experience in the management of programs concerning testing areas addressed in Section C, OR ten (10) years experience in the technical development and management of programs concerning testing areas addressed in Section C. Experience in supervising all phases of the project tasks and the ability to establish and meet project needs with regard to technical and non-technical manpower, facilities, and equipment. Experience in the planning and supervision of the set up of the test equipment and related instrumentation in conducting of tests on a daily basis. Experience in reviewing test data to ensure that the program is running satisfactorily.

b. **Associate Investigator** (1) resume - Eight (8) years experience as a marine corrosion technologist, including four (4) years in responsible charge. A seawater corrosion background and experience necessary for providing on-site guidance on issues regarding corrosion and materials failures during testing. Experience in the set-up and conduct of separate

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corrosion or materials tests associated with a particular program. Experience in the review and coordination of all corrosion testing conducted as part of an individual project.

(2) **Non-Key Personnel** (5) people – A statement (no resumes required) that the offeror has the ability to provide the non-key personnel who meet the stated qualifications, and are available to work under the resultant contract.

3. **COST OR PRICE PROPOSAL**

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(3) Evaluation of Indirect Rates Applicable to Support Costs:

(i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for CLIN 0001 plus support and subcontract costs. It is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the not-to-exceed (NTE) amounts specified for support and subcontract costs.

(ii) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

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(iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(v) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

(d) Competitive Acquisition Instructions.

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) Discussion/Final Proposal Revisions. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) Basis for Contract Award. The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

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(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.